

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://www.mt.gov/doa/gsd>

T.C. #: SPB08-1593P
Title: Library Binding
This is a non-exclusive contract.

CONTRACT TERM	FROM	April 1, 2008	CONTRACT STATUS	NEW (X)
	TO	March 31,2011		RENEW ()
VENDOR ADDRESS	Bridgeport National Bindery, Inc. 662 Silver Street Agawam, MA 01001		ORDER ADDRESS	Bridgeport National Bindery, Inc. 662 Silver Street Agawam, MA 01001
ATTN:	Brian J. Baird		ATTN:	Brian J. Baird
PHONE:	1-800-223-5083		PHONE:	1-800-223-5083
FAX:	413-789-4007		FAX:	413-789-4007
E-MAIL:	brianb@bnbbindery		E-MAIL:	brianb@bnbbindery
PRICES: per agreement				
DELIVERY: per agreement				
F.O.B.: per agreement				
TERMS: per agreement				
REMARKS:				
IFB/RFP No.:		Jill Lotter, CONTRACTS OFFICER		DATE:
AUTHORIZED SIGNATURE				

**LIBRARY BINDING
SPB08-1593P**

1. PARTIES

THIS CONTRACT is entered into by and between the State of Montana, Department of Administration, State Procurement Bureau, (hereinafter referred to as "the State"), whose address and phone number are 125 N Roberts, PO Box 200135, Helena MT 59620-0135, (406) 444-2575, and **Bridgeport National Bindery, Inc.**, (hereinafter referred to as the "Contractor"), whose address and phone number are 662 Silver Street, PO Box 289, Agawam MA 01001 and (800) 223-5083.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on April 1, 2008 and terminate on March 31, 2011, unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in two-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years.

3. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

4. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

5. COST/PRICE ADJUSTMENTS

Price Adjustments Negotiated Based on Changes in Contractor's Costs. Price adjustments may be permitted annually through a process of negotiation with the Contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

All requests for price increases must be made no later than January 31 each year. The State Procurement Bureau will amend any increase allowed to the contract in writing. In the event an increase cannot be mutually agreed upon, the contract will be cancelled and rebid.

6. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State library binding services as specified in the Contractor's response to RFP # SPB08-1593P, as amended.

7. CONSIDERATION/PAYMENT

7.1 Payment Schedule. In consideration for the library binding services to be provided, the State shall pay according to schedule contained in the Contractor's response to RFP # SPB08-1593P.

7.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

7.3 Purchasing Card. The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

8. TERM CONTRACT REPORTING

Contractor shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The first report for this term contract will be due July 11, 2008.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

9. ACCESS AND RETENTION OF RECORDS

9.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Section 18-1-118, MCA)

9.2 Retention Period. The Contractor agrees to create and retain records supporting the library binding services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

10. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

11. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

12. REQUIRED INSURANCE

The Contractor shall, at its sole expense, insure all books and other library materials against loss or damage from any cause, for no less than \$10,000 per shipment, from the time they leave the agency until they are

returned. The insurance contract shall provide "all-risk" coverage. The limit of liability for an item lost or destroyed shall be a sum which covers the cost to the library of reordering, processing and binding the item.

As proof of compliance with this requirement, the Contractor shall furnish a certificate of insurance to the submitting library.

In the event that an irreplaceable item is damaged or destroyed, the State reserves the right to secure, at the Contractor's expense, an independent appraisal of the damage or loss sustained. The Contractor shall reimburse the State in full for the damage, or the fair market value of the item, at the sole discretion of the State.

13. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

14. CONTRACT TERMINATION

14.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

14.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See section 18-4-313(4), MCA.)

15. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

Penny Moon will be the liaison for the State.

125 N Roberts

PO Box 200135

Helena MT 59620-0135

Telephone: (406) 444-3313

Fax: (406) 444-2529

E-mail: pmoon@mt.gov

Brian J. Baird will be the liaison for the Contractor.

662 Silver Street

PO Box 289

Agawam MA 01001-0289:

Telephone: (800) 223-5083

Fax: (413) 789-4007

E-mail: brianb@bnbinder.com

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

16. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

17. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

18. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

19. SCOPE, AMENDMENT, AND INTERPRETATION

19.1 Contract. This contract consists of five numbered pages, any Attachments as required, RFP # SPB08-1593P, as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

19.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

20. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

**STATE PROCUREMENT BUREAU
PO BOX 200135
HELENA MT 59620-0135**

**BRIDGEPORT NATIONAL BINDERY, INC.
662 SILVER STREET, PO BOX 289
AGAWAM MA 01001
FEDERAL ID #**

BY: Penny Moon, Senior Contracts Officer
(Name/Title)

BY: _____
(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

**BRIDGEPORT NATIONAL
BINDERY INC.**

"Bound to Last"

WWW.BNBINDERY.COM



662 SILVER STREET
(413) 789-1981

P.O. BOX 289
(800) 223-5083

AGAWAM, MASSACHUSETTS 01001
FAX (413) 789-4007

January 25, 2008

Peggy Moon
State Procurement Bureau
General Services Division
Department of Administration
Room 165, Mitchell Building
125 North Roberts Street
P.O. Box 200135
Helena, MT 59620-0135

Dear Ms Moon:

Bridgeport National Bindery, Inc. is please to submit the following response to your Request for Proposal for Library Binding. As you will see from our response, we offer the State of Montana a wide variety of services designed to meet the needs outlined in your request. We also offer additional services that should prove useful to your State's libraries.

We welcome the opportunity to discuss this proposal with you in detail and to answer any questions you might have.

Sincerely,

A handwritten signature in black ink that reads "Brian J. Baird".

Brian J. Baird
Vice President of Library Services
brianb@bnbindery.com

**BRIDGEPORT NATIONAL
BINDERY INC.**

"Bound to Last"

WWW.BNBINDERY.COM



662 SILVER STREET
(413) 789-1981

P.O. BOX 289
(800) 223-5083

AGAWAM, MASSACHUSETTS 01001
FAX (413) 789-4007

**Response to Request for Proposal
Number SPBo8-1593P
for
Library Binding
for the
State of Montana**

If there are any questions regarding information in this proposal,
and the resulting contract please contact the following:

Brian J. Baird
Vice President of Library Services
Bridgeport National Bindery, Inc.
662 Silver Street, P.O. Box 289
Agawam, MA 01001-0289
(800) 223-5083
brianb@bnbindery.com

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Introduction

Bridgeport National Bindery is pleased to respond to this request for proposal. We have been in the library binding and preservation business for more than 60 years beginning with Magnus Larsen, father of our current President, James Larsen. During this time our company has grown to provide high quality services to academic and research libraries across the country. We recognize that libraries deserve a choice for their binding and preservation needs. Competition drives improvement in services and controls costs. Bridgeport National Bindery is committed to serving libraries, and we are focusing our services to meet the demanding and dynamic needs of larger academic and research libraries. Bridgeport National Bindery has made sizable investments in professional staff and infrastructure to be able to grow our library services business.

Bridgeport National Bindery strives to earn the right to do business with our customers by providing quality products and customer-oriented service. We recognize that we are first, and foremost, a service provider. For this reason we have continued to adapt our services and our products to meet the long-term needs of the libraries we serve. This includes expanding our services to include conservation and digitization. We also conduct our business in a manner that will make both the employees and customers proud to associate with our company. We have always set high standards for ourselves at Bridgeport National Bindery. We believe a well-founded reputation for honesty is a priceless company asset. Our over-riding goal is complete integrity in our products, services, and business dealings. Every employee is expected to conduct themselves in a manner that is socially responsible and furthers the company's goal of integrity.

This response has tried to address the issues raised in your purchase document, but we recognize that the key to any good working relationship with a service provider is effective communication. We welcome the opportunity to discuss, in detail, the specific needs of your library so we can better tailor our suite of services to meet your needs. Likewise, during the length of the contract we will have regular, proactive communications with each library to ensure that the services we are providing continue to meet the library's immediate and long-term needs.

Brian Baird, our Vice President of Library Services, is a Preservation Librarian with many years of library and binding experience. He is uniquely qualified to help Bridgeport National Bindery continue to improve and adapt our services to meet the preservation needs of a 21st century library. Brian also has the experience and expertise to facilitate effective communication between the library and the bindery. Regular visits and communications through email and phone calls will ensure that the needs of each library are met.

We know how important good customer service staff are to our business. We will continue our commitment to having the best trained and helpful customer service staff in the industry. We want all contacts between Bridgeport National Bindery staff and our customers to be positive.

Relevant Experience

Bridgeport National Bindery provides binding and preservation services for a large number of libraries in the New England area and throughout the country. With more than four million dollars in library binding sales, we are one of the nation's largest binderies. We have several accounts of comparable size to the State of Montana libraries covered by this bid. Please feel free to contact the references provided below to learn about our capabilities:

Yale University

Sterling Memorial Library
120 High Street
New Haven, CT 06520

Contact: David Walls

Phone: 203-432-1803
David.walls@yale.edu

Yale binds approximately 50,000 volumes a year and has a budget of about \$500,000. We have bound for them for more than 50 years.

University of Oklahoma

University of Oklahoma Libraries
401 West Brooks, Room LL206
Norman, OK 73019

Contact: Starla G. Doescher

Phone: 919-962-1324
sdoescher@ou.edu

OU binds approximately 15,000 volumes a year and has a budget of about \$120,000. We have bound for them for more than 2 years.

University of Washington

Serials Services Division, Box 352900
Suzzallo-Allen Library
4000 15th Ave. NE #2900
Seattle, WA 98195-2900

Contact: James Stickman

Phone: 206-543-7076
stickman@u.washington.edu

UW binds approximately 20,000 volumes a year and has a budget of about \$170,000. We have bound for them for more than 8 years.

For many years Bridgeport National Bindery has had an error return rate below one percent of the volumes we bind each year.

Plant Portfolio

Bridgeport National Bindery provides binding and preservation services for over 5,000 customers, mostly located in the Northeastern region of the United States. These customers range in size from individuals who bind one or two volumes every year or two, to large university research libraries that bind thousands of volumes each year.

Among the largest customers handled by Bridgeport National Bindery are Yale University, University of Washington, Columbia University, Boston University, University of North

Carolina at Chapel Hill, University of Oklahoma, Oklahoma State University, State University of New York at Stony Brook, and the University of Vermont. We are also a preferred vendor for the State of Connecticut contract for library binding, and handle the binding for four state university campuses, the Connecticut State Library, and numerous smaller state agencies under that contract. The total binding for each of these above mentioned institutions is in excess of \$100,000 per year, and the binding done for Yale University and the Columbia University is nearly \$500,000 each per year.

In handling the binding for these institutions, Yale University and Columbia University in particular, we have gained experience in dealing with foreign languages, including non-Roman materials.

Description of Physical Plant and Equipment

The plant in which Bridgeport National Bindery operates contains a total of 54,000 square feet. Of that area, 50,000 square feet contains manufacturing operations, while about 4,000 square feet are used as office space. We continue to grow and are, at present, adding an additional 15,000 of production space onto the building.

Order Entry Department

- 6 Personal Computers (1995-2000)
- 5 BookMark computerized book measuring devices (1982-1998)
- 4 Personal Computers with attached bar code scanners (2000)
- 6 Computer Printers (1998-2002)
- 1 Photocopier (1999)

Sewing Department

- 1 Mekatwin milling and notching unit (1992)
- 1 Mekabind Adhesive Binding Stations (1994)
- 3 Ultrabind Adhesive Binding Systems (1991-2000)
- 3 National thru-fold sewing machines (pre-1950, rebuilt 1980)
- 2 Oversewing machines (pre-1950)
- 1 Singer side-sewing machine (pre-1950)
- Various hand-sewing equipment
- 1 Personal Computer with attached bar code scanner (1998)
- LBS endsheet steaming and folding machine (1978)
- 2 Mekatronics Speed-Nip machines (pre-1950, rebuilt 1985)

Forwarding Department

- 2 Custom designed endsheet clipping machines (1991)
- 7 cutting machines, various manufacturers (1969-1998)
- 2 Mekatronics Rounding and Backing machines (1978, 1998)
- Various gluing machines
- 3 Reynolds board shears (1983-1985)

2 Jacques shears (pre-1950)

Binding Department

1 Personal Computer with attached bar code scanner (1998)
2 Creative Finishing 4LCU casemaking systems (1999, 2000)
1 ODM Sticker book pasting machines (pre-1950, rebuilt 1990)
3 Hydropress machines (pre-1950, rebuilt 1999)
2 Mekacase casemaking machine (1996)

Finishing Department

1 Ludlow typesetting machine (pre-1950)
2 Kensol stamping machines (pre-1950)
1 Quick-Print hand stamping machine (1980)
1 Premere computerized stamping unit (2004)
4 System 3 computerized stamping units (1995-2006, rebuilt in 2007)
2 Personal Computers for Typesetting (2002)

Conservation Products Department

Personal Computer with Printer (2001)
Gluing machines and devices
Various cutting machines
Hollinger board crimper (1978)
Book measuring devices

Digitization and Printing Department

10 Computers for data capture and print job preparation
Graphtec CS 400-100 40" color scanner
Fujitsu FI-5750C 12" x 18" flatbed color scanner
Fujitsu FI-4530C 12" wide sheet fed color scanner
Fujitsu FI-5650C 12" wide sheet fed color scanner
Xiekon 5000 color printer 20" wide roll fed
Oce Vario Screen 7400 Twin system black and white printer 19" wide roll fed
2 Xerox Docutech 6100 series black and white sheet fed printers
2 HP Indigo Press 5000 color printer 12" x 18"
Ikon 8050 color printer 13" x 19"

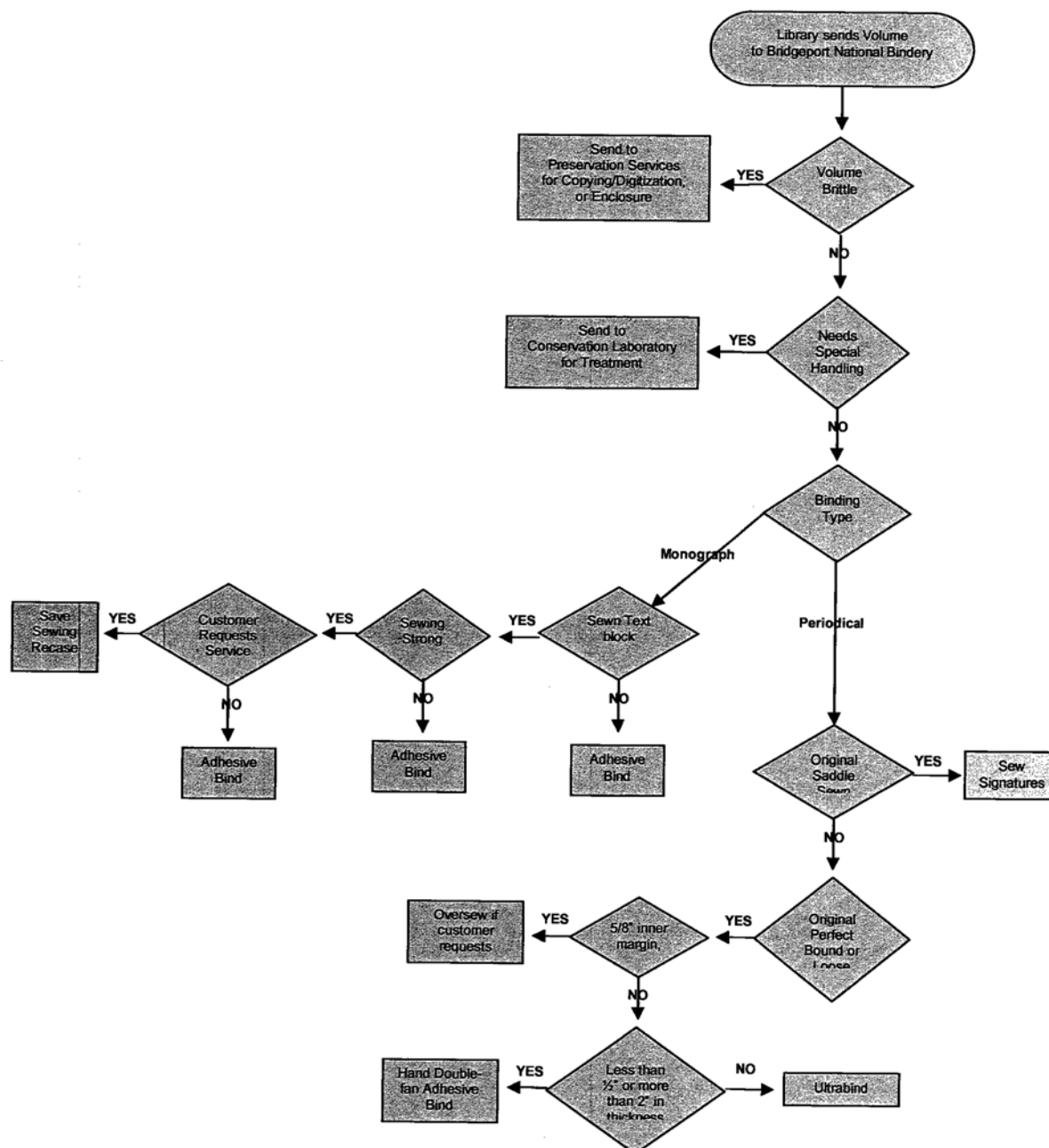
Inspection/Shipping Department

3 Personal Computers with attached bar code scanners (2000-2001)
Computerized UPS Manifest System (2000)
6 Jack trucks (Various)
3 Fork lifts (Various)

Bridgeport National Bindery Binding Decision Tree

September 2007

Bridgeport National Bindery bases all binding decisions on sound library preservation principles within the context of the customer's specific instructions and their binding profile. While no decision tree applies to every situation, the following flowchart does provide the general guidelines used at Bridgeport National Bindery.



Shipping Schedule

Bridgeport National Bindery will provide the State of Montana libraries with pick up and delivery service and the binding will be completed in 28 days. Because of Bridgeport National Bindery's commitment to service we recognize that the services we provide are as important as the quality of our binding. Therefore, we would welcome the opportunity to discuss our delivery schedule and binding turn time with you to make sure we are providing you with the best service possible.

We will use common carrier to pick up and deliver binding shipments to State of Montana libraries. Commercial shipping has greatly improved in recent years and we have had good success shipping materials from both large and small accounts like those in the State of Montana. We employ common carrier for the University of Washington, the University of Oklahoma, and Oklahoma State.

One of the advantages of using common carrier is that it provides a great deal of flexibility for the library and the bindery to work together to ensure we find a shipment schedule and carrier that will work well for all parties involved.

The references we have provided above can speak to our ability to provide a consistent delivery service and complete shipments.

Binding Software

Bridgeport National Bindery uses both the LARS and ABLE binding software systems. We will provide as much training as the staff at the various State of Montana libraries desire. Whenever the regular upgrades and enhancements to the software take place, we will provide whatever training is necessary for the staff to effectively use those upgrades and enhancements. Dan Swiecanski, Vice President of Information Technology is responsible for the installations of LARS at various customer sites. Dan has arguably done more for the development of LARS, and knows it better, than anyone else in the industry.

In addition to Dan's expertise, Bridgeport National Bindery has two fulltime programmers on staff who are working on an interface between a library's integrated library system and LARS. We plan to have this proprietary software developed in the coming year.

Financial Statement

Since Bridgeport National Bindery, Inc. is a privately-held corporation, formal financial statements are not available for inclusion in this bid proposal.

The following information, however, can be supplied:

Sales over the past three fiscal years have been in excess of \$6 million per year. The company has been profitable every year.

If there are specific questions regarding the financial condition of the company, we will try to answer them as completely as possible. Please contact Bruce Jacobsen or James M. Larsen at (800) 223-5083 between the hours of 8:00 a.m. and 4:30 p.m. ET.

Key Personnel

Bridgeport National Bindery benefits from the fact that our key personnel have had a significant number of years at Bridgeport or in the binding and library profession. There is no substitute for experience and consistency.

Although each of our 130 employees is actively involved in the binding operations, there are some whose contributions are greater than others. The following is a list of key personnel who are involved with the day-to-day operation of Bridgeport National Bindery. It lists their name, the position they hold, their immediate responsibilities, and their experience.

James M. Larsen, President

Although he has final responsibility for all of the Company operations, he is primarily in charge of production. Jim is a hands-on owner who cares deeply about the quality of the products and services we provide. He has been active in the Bindery on a full time basis since 1968. He is a member of the American Library Association, and has served on the Library/Binders Relations Committee of that organization. He has also served on the Board of Directors of the Library Binding Institute.

Bruce F. Jacobsen, Executive Vice President

Primarily responsible for administrative functions, and the computer system. He has been with Bridgeport National Bindery since 1978, preceded by four years in a seminary library in charge of acquisitions and binding. He is active in the Library Binding Institute, having been a member of its board of directors, and he has served as the Treasurer, Vice President and President of that organization. He is also a member of the American Library Association.

Brian J. Baird, Vice President of Library Services

Has overall responsibility for library binding sales, customer service, and preservation services. Brian has nearly 20 years of library binding and preservation experience serving as a conservator and a preservation librarian at major universities as well as working in the binding industry. He is an active member of the American Library Association serving in several leadership roles. Brian has published widely on the topics of library binding and preservation and consults regularly with libraries on these topics.

Kent Larson, Vice President of Edition Sales

Kent started working with us early in 1989 on the production line. His primary responsibilities are in the area of our print on demand services, and edition binding.

Dan Swiecanski, Vice President of Information and Printing Services

Dan began working at Bridgeport National Bindery in the spring of 1991. He monitors the hardware and software we use in the production areas of the bindery, and is engaged in programming. He also is responsible for the installations of LARS at various customer sites. Dan has arguably done more for the development of LARS, and knows it better, than anyone else in the industry.

Richard Horton, Bookbinder and Conservator

Richard started at Bridgeport National in the spring of 1992. His responsibilities include hands-on work in conservation, the binding of special volumes, and assistance in quality control. He is a graduate of the Columbia University Conservation Program, and has had experience at the University of Texas Humanities Research Center, and at Booklab in Austin, Texas.

Nancy Roach, Production Supervisor

She has responsibility for many of the day-to-day operations of the bindery. Prior to assuming her current position, she was in charge of the computer room. She has been at Bridgeport National since 1984.

Lloyd Smith, Group Leader, Conservation Products Department

Responsible for the production of acid-free phase boxes, double-tray book cases, and other protective enclosures. His employment began in 2001 with Bridgeport National Bindery.

Susan Shaw, Customer Service Representative

Sue is the person you are most likely to talk to when you first call in to our company. Sue is able to provide answers to many of the questions that our customers have, and to route those questions she can not answer to the proper person. Her responsibilities also include scheduling our pick-ups and deliveries. She has been with us since 1987.

Tanya Laveck, Customer Service Representative

If you do not initially speak with Sue Shaw, you will probably speak with Tanya. Her main responsibilities include billing and accounts receivable. She has been here since 2005.

Beth Ahart, Human Resources

Beth has served in customer service and transportation, and is now responsible for Human Resources and other administrative duties for the bindery. She has been here since 1985.

Robin Rushby, Customer Service Representative

Her main responsibilities include production data entry and scheduling. She has been with Bridgeport since 2006.

Other Services

Bridgeport National Bindery strives to be a full service provider to our customers. In addition to binding, we offer a number of preservation services. We also welcome the opportunity to partner with our customers to develop new services to meet their needs in the ever changing world of modern librarianship. Some of our additional services are as follows:

CONSERpHASE™ Boxes – These are archival quality, custom made phase boxes. These traditional four-flap enclosures are economical and effective for preserving damaged, brittle materials until future treatment can be provided. Boxes are made from gray-white archival board with an alkaline buffer. Our standard closure method is a button and string.

CONSERpHASE™ II Boxes – These are archival quality, custom made phase boxes with a buckram cover added to provide a more formal, attractive and book-like appearance.

Hinge Boxes – These custom made clamshell or hinge boxes are made to provide maximum protection to fragile items. Boxes can be covered buckram or other covering materials chosen by the library.

Portfolios – These custom made enclosures are designed for thinner materials and employs four flexible cloth-covered flaps, a hard-cover binding, and string ties to hold the items secure.

Conservation Treatment – Bridgeport National Bindery has two professional conservators on staff and several trained technicians to assist in the conservation treatment and restoration of materials in need of higher-end treatment. All treatments are performed using archival materials and reversible treatment methods that are in accordance best practices of the conservation profession and the AIC Code of Ethics. Libraries are encouraged to send their damaged treasures in for a quote.

Preservation Imaging – This is a completely digital process of reproducing books for libraries. Previously, it had been done as an analog process using photocopiers. It is now a digital process using images scanned at a resolution of at least 600 dpi. These images can be made available to the library as digital files (TIFF or PDF), as printed and bound books for replacement of the brittle original, or as computer output micro film (through a subcontractor). Bridgeport National Bindery has years of experience in digitization. We specialize in large projects, fragile or special materials, and in providing metadata and other mark up services to meet the specific needs of our customers.

Transition Plan

Immediately after the bid is awarded to Bridgeport National Bindery, Brian Baird, Vice President of Library Services, will contact the primary libraries listed in the RFP and arrange for a time, convenient to them, for him to spend time with the library to meet with interested parties about the transition. This includes site visits for the larger libraries. During this time we will

develop a timeline for the transition, complete detailed profiles for each library to ensure we know the wishes of each account, and will begin the transition process for the bindery software database. Most importantly, we will make sure we understand each other's terminologies so that the risk of mistakes is greatly reduced. During the transition Brian Baird will take this time to begin training the Libraries' bindery preparation staff on how Bridgeport National Bindery operates, and training Bridgeport National Bindery staff on how the libraries in Montana operate. This is the advantage of having an experienced librarian on staff who is very familiar with librarianship and library binding.

It is Bridgeport National Bindery's policy to make all transitions as smooth as possible for our customers, and we recognize that the key to this is careful, thoughtful preparation for the transition, and proactive communication before, during, and following the transition. This is particularly important for us since customers often find we can provide them with services that their current binder does not offer.

A transition is a partnership between the library and the binder, but we recognize that the primary responsibility for a smooth transition rest on the service provider. We take that role seriously.

Advantages of Choosing Bridgeport National Bindery

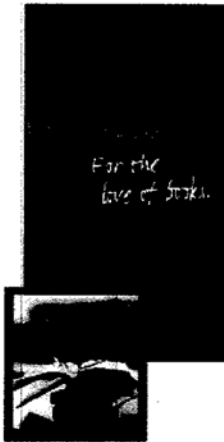
Bridgeport National Bindery has many years of experience working with large academic libraries and small public libraries. For this reason, we are intimately familiar with the needs of a state wide contract like this one. We have continued to adapt our services to meet the needs of libraries in the 21st Century. For example, we have increased the number of preservation services we offer—including conservation work and digitization. We have also pioneered print on demand services that should prove invaluable for helping meet the information distribution needs of libraries in the State of Montana.

Bridgeport National Bindery recognizes that our most prized asset as a company is not that we bind books, but rather that we understand how to provide tailored services to the libraries we serve. We understand processing procedures and production schemes. We recognize that all of our advances into new service areas have come as a result of meeting the needs of our clientele. We are, therefore, hungry to partner with our customers and to develop new services and products. We want our customers to view us as a solution provider.

Complete Forms from RPF

LBI Membership Certificate

Bridgeport National Bindery has been a certified LBI member for many years and complies fully with the ANSI/NISO/LBI Library Binding Standard.



The Library Binding Institute, Inc.

Attests ***Bridgeport National Bindery*** is a

Certified Library Binder

They have provided proof of insurance adequate to protect the property of customers.

Their dues are current and they are a member in good standing for the year of 2007.

September 10, 2007



LIBRARY BINDING INSTITUTE
www.lbibinders.org T. 901.343.0821

By *Debra S. Nolan*
Debra S. Nolan, Executive Director



Pricing

Service	Charge
Library Binding Charges	
Periodical—Custom 20 colors of F-grade buckram, custom collation 12" tall 2" thick	20.00
Periodical—Standard 20 colors of F-grade buckram, limited collation 12" tall 2" thick	8.95
Library Book 20 colors of F-grade buckram, 12" tall 2" thick	7.40
Library Book Digital Covers/Laminated covers digitized original cover, printed in color, and laminated	7.40
Paperback Economy Book Must have 25 volumes in an order to receive this discounted price	6.50
Paperback Digital Covers/Laminated Paperback covers digitized original cover, printed in color, and laminated. 25 volume minimum applies.	6.50
Theses 20 colors of F-grade buckram, stamping on spine, 12" tall 2" thick	8.00
Music Book Specially bound to lay open flat to allow for use in performance	7.40
Newspapers Tabloid (under 16") 20 colors of F-grade buckram, 2" thick	50.00
Newspapers Large (over 16") 20 colors of F-grade buckram, 2" thick	85.00
Pamphlet Binding Staple saddle sewn pamphlet into premade clear front pam binder	5.75
Library Binding Charges	
Call or Shelf Number Letter (per line)	.60
Extra Lines of Lettering, over 7 lines (per line)	.60
Lengthwise Lettering (per line)	.60
Library Imprint (per line)	.60
Head/Tail/Panel lines (per line)	3.00
Front Cover Letter (per line)	2.50
Labels (per label)	10.00
Oversewing (per volume)	4.25
Sew Thru-fold (per volume)	5.25
Recase (save original sewing, sew on new endsheets thru-fold)	4.25
Volume over 2" thick (per inch)	3.25
Volume over 12" in height or width (per inch)	3.25
Filling out Binding Slips (per slip)	6.00
No Trim Volumes (per volume)	2.00
Paper Pocket (per pocket)	4.50
Cloth Pocket (per pocket)	8.50
Rush Service—2 week (per volume)	shipping costs
Rush Service—1 week (per volume)	10.00 + shipping costs
Extra Handling (per minute)	.75
PRESERVATION CHARGES (List prices subject to change without notice)	
Collection Assessment and Preservation Planning	550/day + travel expenses
Conservation Binding Charges	
Conservation Case Binding (rebind)	90.00 (up to 2 hours)
Conservation Restore	110.00 (up to 2 hours)
Conservation Split-board Binding	125.00 (up to 2 hours)
Postbinder up to 14" height	100.00
Each Additional inch in height over 14"	5.00

Conservation Treatment (hourly charge; billed by 1/4 hour)	70.00/hour
Leather (extra charge)	70.00/volume
Leather Goatskin or Alum Tawed (extra charge)	135.00/volume
Leather Label (extra charge)	25.00
Stamped Cloth Label (extra charge)	12.00
Enclosures (boxes)	
Hinge box, Buckram or cloth	65.00
Each Additional inch in height over 12"	4.00
Extra thickness over 3", per inch	4.00
CONSERpHASE (Phase box) Grey/white board w/Ties	16.00
CONSERpHASE II (Buckram Case covered Phase box)	20.00
Extra height over 12", per inch	3.25
Extra thickness over 2", per volume	3.25
Discount for more than 10 boxes per order (per box)	2.00
Portfolio, Buckram or cloth, Velcro	55.00
Portfolio, Buckram or cloth, Ties	60.00
Extra height over 12", per inch	4.00
Extra thickness over 2", per inch	4.00
Board Pocket with case, Buckram or cloth (case w/pocket)	30.00
Extra height over 12", per inch	3.25
Extra thickness over 2", per inch	3.25
Slipcase, Buckram or cloth, Single	38.00
Slipcase, Buckram or cloth, Double	76.00
Extra height over 12", per inch	4.00
Extra thickness over 2", per inch	4.00
Digitization and Printing	
Digitization Setup (per book if order of fewer than 5 books)	\$7.50
Digitization, up to 8.5" x 11", B&W, disbound volume	.27/image
Digitization, between 8.5" x 11" and 11" x 17", B&W, disbound volume	.55/image
Digitization, over 11" x 17", B&W, disbound volume (get quote)	2.00/image
Digitization, up to 8.5" x 11", Grayscale, disbound volume	1.50/image
Digitization, between 8.5" x 11" and 11" x 17", Grayscale, disbound volume	1.75/image
Digitization, over 11" x 17", Grayscale, disbound volume (get quote)	3.75/image
Digitization, up to 8.5" x 11", Color, disbound volume	2.00/image
Digitization, between 8.5" x 11" and 11" x 17", Color, disbound volume	2.25/image
Digitization, over 11" x 17", Color, disbound volume (get quote)	4.25/image
Digitization from a bound volume, up to 15" tall, B&W	.45/image
Digitization from a bound volume, up to 15" tall, Grayscale, or Color	1.75/image
PDF Creation (per page)	.03/image
OCR and Searchable PDF Creation (per page)	.07/image
Printing digital images on archival paper, up to 6-1/8" x 9-1/4", B&W/Grayscale	.05/page
Printing digital images on archival paper, up to 8-1/4" x 10-3/4", B&W/Grayscale	.08/page
Printing digital images on archival paper, up to 11" x 17", B&W/Grayscale	.12/page
Printing digital images on archival paper, up to 18-1/2" x 22", B&W/Grayscale	.25/page
Printing digital images on archival paper, up to 13" x 19", Color	1.50/page
Printing digital images on archival paper, up to 19" x 36", Color	2.25/page
Creating foldouts for books or piecing together images	.80/minute
Special handling charges for digitization work	.80/minute

Additional copies CDs or DVD of digitized volumes (first copy free)	\$10.00/each
General Information	
Turn time (for digitization and conservation)	4-8 weeks
Minimum Invoice	\$65.00



STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

RFP Number: SPB08-1593P	RFP Title: LIBRARY BINDING
RFP Response Due Date and Time: THURSDAY, FEBRUARY 7, 2008 2:00 p.m., Local Time	Number of Pages: 37

ISSUING AGENCY INFORMATION

Procurement Officer: Penny Moon	Issue Date: December 20, 2007
State Procurement Bureau General Services Division Department of Administration Room 165, Mitchell Building 125 North Roberts Street P.O. Box 200135 Helena, MT 59620-0135	Phone: (406) 444-2575 Fax: (406) 444-2529 TTY Users, Dial 711 Website: http://vendor.mt.gov/

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to: State Procurement Bureau General Services Division Department of Administration Room 165, Mitchell Building 125 North Roberts Street P.O. Box 200135 Helena, MT 59620-0135	Mark Face of Envelope/Package: RFP Number: SPB08-1593P RFP Response Due Date: 02/07/08 Special Instructions:
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IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror E-mail Address:	

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

**The following items MUST be included in the response to be considered responsive.
Failure to include any of these items may result in a nonresponsive determination.**

Signed Cover Sheet

Signed Addenda (if appropriate)

Signed Appendix C

Complete answers to all requirements of Sections 3 and 4

Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form if claiming information to be confidential or proprietary (per Section 2.2.1)

SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date December 20, 2007

Deadline for Receipt of Written Questions January 9, 2008

Deadline for Posting Written Responses to State's Website January 17, 2008

RFP Response Due Date February 7, 2008

Intended Date for Contract Award April 1, 2008

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, State Procurement Bureau (hereinafter referred to as “the State”) is seeking a contractor to provide library binding services. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

1.2 CONTRACT TERM

The contract term is for a period of three years beginning April 1, 2008 and ending March 31, 2011. Renewals of the contract, by mutual agreement of both parties, may be made at two-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years, at the option of the State.

1.3 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a “Non-exclusive” use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

1.4 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Penny Moon**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Penny Moon
State Procurement Bureau
Room 165, Mitchell Building
125 North Roberts
PO Box 200135
Helena MT 59620-0135
Phone: (406) 444-3313
Fax: (406) 444-2529
E-mail: pmoon@mt.gov

1.5 REQUIRED REVIEW

1.5.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.5.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **Wednesday, January 9, 2008**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.5.3 State's Response. The State will provide an official written response by **Thursday, January 17, 2008** to all questions received by January 9, 2008. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at <http://gsd.mt.gov/osbs> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.6 GENERAL REQUIREMENTS

1.6.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.6.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.6.3 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.6.4 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The contractor

shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.6.5 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.6.6 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn, or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.7 SUBMITTING A PROPOSAL

1.7.1 Organization of Proposal. Offerors must submit a signed copy of the RFP cover sheet and the form attached as Appendix C to respond to this RFP.

1.7.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.7.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.7.4 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and two copies** to the State Procurement Bureau. The State reserves the right to request an electronic copy of the RFP response. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP # SPB08-1593P. ***Proposals must be received at the receptionist's desk of the State Procurement Bureau prior to 2:00 p.m., local time, Thursday, February 7, 2008. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.***

1.7.5 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.8 COST OF PREPARING A PROPOSAL

1.8.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.8.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See section 18-4-304, MCA. The State will make a copier available for interested parties to use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://gsd.mt.gov/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the

RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsive, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.6 Best and Final Offer. The Best and Final Offer is an option available to the State under the RFP process, which permits the State to request a best and final offer from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. The State reserves the right to request a best and final offer for this RFP, if any, based on price/cost alone.

2.3.7 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation of the responsive and responsible offeror that achieves the highest score and is, therefore, the most advantageous to the State.

2.3.8 Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and/or best and final offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place.** The procurement officer will notify all other offerors of the State's selection.

2.3.9 Contract Execution. Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract utilizing the contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A, as well as the highest scoring offeror's response to the RFP, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in the contract and set out in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the State may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (section 18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- Not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (section 18-4-313, MCA).

SECTION 3: SCOPE OF PROJECT

3.0 INTRODUCTION

These specifications apply to serials, books, periodicals, paperbacks, pamphlets, binding and protective enclosure of monographs, and other materials to be bound for the State of Montana, and are to be followed by the contractor unless written instructions from the submitting library direct otherwise. It is expected that all materials furnished shall be of the highest quality as measured by the highest standards of the trade.

The contractor must be able to supply the complete range of services and supplies, including but not limited to archival boxes, preservation and restoration services, and security system taping. **Proposals must address all categories of binding included herein.**

All materials used in binding items for this contract must meet or exceed the standards set forth in the American National Standards Institute (ANSI) / National Information Standards Organization (NISO) / Library Binding Institute (LBI) Standard for Library Binding, most recent edition. These standards shall apply to all paper, binder's board, cloths, adhesives, thread, sewing tape, stamping foil and covering materials.

The contractor must be a certified Library Binding Institute member.

3.1 PRIMARY LIBRARIES

The primary libraries that may be using this contract are:

Montana Historical Society
Attn: Brian Shovers
225 N Roberts
PO Box 201201
Helena, MT 59620-1201

Montana State University - Bozeman
Attn: Jodee Kawasaki
Library Department
Bozeman, MT 59717

University of Montana
Attn: Barry Brown
Maureen & Mike Mansfield Library
Missoula, MT 59801

Montana Tech of the University of Montana
Attn: Ann St. Clair
Library Department
1300 West Park Street
Butte, MT 59701-8997

Montana State University – Billings
Attn: Jane Howell
Library Department
1500 N 30th St
Billings, MT 59101

Montana State University – Northern
Attn: Cynthia Harrison
Library Department
Havre, MT 59501

Montana State Law Library
Attn: Brenda Grasmick
Justice/State Library Building
PO Box 203004
Helena, MT 59620-3004

Legislative Library
Attn: Lori Gustin
Room 10 State Capitol
PO Box 201706
Helena, MT 59620-1706

Montana State Library
Attn: Darlene Staffeldt
1515 E Sixth Ave
PO Box 201800
Helena, MT 59620-1800

Western Montana College - University of Montana
Attn: Michael Schulz
Library Department
710 S Atlantic
Dillon, MT 59725

3.2 ESTIMATED CONTRACT USAGE

The annual dollar volume of this contract is estimated to be at \$61,000. This estimate is based on historical data derived from the previous contracts. Refer to Appendix D for fiscal year 2007 detailed usage report. This data is intended to be used by the offeror for bidding purposes and does not constitute a guaranteed volume or fixed purchasing obligation on behalf of the State of Montana or its using agencies and cooperative purchasers.

3.3 CONTRACTOR'S RESPONSIBILITIES

3.3.1 Compliance with Specifications. The submitting library will specify binding styles and methods of treatment for all items. The style (i.e. method of leaf attachment) or category (e.g. standard monograph, economy paperback) specified for each item shall not be changed by the contractor without prior written consent of the ordering library.

If an item cannot be bound as specified, the contractor shall telephone the submitting library for instructions or shall return the item with an explanation of the reason for its rejection.

3.3.2 Communication. The contractor shall accept collect telephone calls, or provide a toll-free number, when such calls are warranted because of unusual problems, changes in schedules, etc.

A contractor's representative shall be available upon request. This representative shall be thoroughly familiar with the technical aspects of library binding, including a thorough understanding of the relationship between library binding and the preservation of library materials.

The contractor shall be prepared to provide annual in-service training for library staff members involved in bindery preparation activities. Training shall focus on helping the staff to better understand library binding technology and its applications.

3.3.3 Packing, Pickup and Delivery. The library will sort materials by category (monographs, serials, theses, dissertations, music scores, etc.) and method of binding (new case only, sew through the fold, etc.), label the cartons, and pack them for shipment to the contractor. All materials shall be bound and returned within 28 calendar days from the date of pickup, except when the submitting library and the contractor agree upon a different schedule.

Material returned to the library must be packed by the contractor in cartons with lot numbers, category of contents and specific destination legibly marked. Rush materials shall be packed and labeled separately by the contractor.

Shipment integrity must be maintained; all items picked up under one shipment number shall be returned together or otherwise specifically accounted for.

All pickups and deliveries shall be made by contractor's personnel and vehicle or by common carrier arranged for and contracted by the contractor. Common carrier arrangements must meet the requirements of the submitting library.

The contractor shall pay all transportation charges for materials sent to and from the library. Proposals must address who will be responsible for actual pickup and delivery, the contractor or an independent freight company.

Shipping cartons, preprinted address labels, and binding tickets shall be provided at no extra charge.

3.3.4 Rush Orders. Rush materials will be packed separately, labeled accordingly and shall be returned in less than 14 days from date of pickup. The only up-charges allowed will be the shipping charges for rush orders.

The contractor must be able to retrieve an individual item from any regular shipment in order to "rush" bind and "rush" return it, upon request. The State will keep this type of retrieval to a minimum, and will pay associated transportation costs.

3.3.5 Guarantee of Workmanship. The contractor shall guarantee its binding work. Errors in lettering, lettering worn off so as to be illegible, incorrect placement of stamped lines, defective sewing causing split volumes, use of improper adhesives causing drying out and looseness of material, shall be returned and repaired at no cost to the submitting library. Normal wear of the covering material is excluded. The submitting library has sole discretion for determining whether finished products are satisfactory.

To indicate the contractor's responsibility for binding of a volume, a code mark must be adhered to the volume in an appropriate place that will indicate the year and job lot number in which the volumes were processed. This will serve as the company's guarantee of the binding of that specific volume.

3.3.6 Errors and Delays. Errors made by the contractor shall be corrected (provided corrections do not damage the text block) without charge and returned with regularly scheduled delivery to the submitting library, or within 14 days. All costs associated with correction shall be the contractor's sole responsibility. Errors which require the skills of a conservator to correct, or which cannot be corrected shall be subject to the insurance and security section of these specifications.

The contractor shall pay a liquidated damages charge of \$1.00 per day for each overdue item. No penalty shall apply in cases where the library has been notified that the return of an item will be delayed due to the need for special treatment.

Whenever books are withheld from a return shipment for reason of further work, or any other reason, the return consignment must have documentation with it explaining what books are withheld and the reason for such action.

3.3.7 Invoices. Individual invoices must be submitted for each shipment and shall reflect the price structure set forth in the proposal. Invoices shall be provided as closely as possible to shipment to the library. Within a shipment, each category of binding shall be listed separately, include the number of items so treated, the charge per item, and the total charge for that treatment. Invoices will be paid within 30 days of receipt of a properly executed invoice by the ordering library.

Extra charges are to be indicated on a ticket in each returned volume as well as grouped by class on the invoice. Extra charges must be prior approved by the submitting library.

Any special treatment or extra labor for standard treatments not quoted in the proposal for which an hourly rate is to be charged must be prior approved, in writing, by the submitting library.

3.3.8 Insurance and Security Requirements. The contractor shall, at its sole expense, insure all books and other library materials against loss or damage from any cause, for no less than \$10,000 per shipment, from the time they leave the agency until they are returned. The insurance contract shall provide "all-risk" coverage. The limit of liability for an item lost or destroyed shall be a sum which covers the cost to the library of reordering, processing and binding the item.

As proof of compliance with this requirement, the contractor shall furnish a certificate of insurance to the submitting library.

In the event that an irreplaceable item is damaged or destroyed, the State reserves the right to secure, at the contractor's expense, an independent appraisal of the damage or loss sustained. The contractor shall reimburse the State in full for the damage, or the fair market value of the item, at the sole discretion of the State.

3.4 MATERIAL SPECIFICATIONS

3.4.1 Thread. When used for machine oversewing or sewing through the fold, thread shall conform to Section 20 of the LBi Standard. Specifications of all thread to be used must be included in proposal responses.

3.4.2 Sewing Tapes. Sewing tapes shall conform to Section 21 of the LBi Standard.

3.4.3 Paper. All paper used in conjunction with the library's materials (for endpapers, stubs, spine linings, inlays) shall meet the *American National Standard for Information Sciences -- Permanence of Paper for Printed Materials, ANSI/NISO/LBI Z39.78-2000*, or the latest edition of that standard.

All endpapers shall conform in weight and strength to Section 15.1 of the LBi Standard and future revisions, as shall the fabric with which they are reinforced. Grain direction shall run parallel to the binding edge. Endpapers shall be white or tan in color.

3.4.4 Adhesives. Adhesives used for endpaper and leaf attachment, double-fan and adhesive binding, case making, spine lining, spine gluing, casing-in, and portfolios shall be a high grade cold emulsion, internally plasticized co-polymer polyvinyl acetate with good aging characteristics. All adhesives shall be strong, resilient, flexible and chemically neutral so as not to cause deterioration of paper or binding. No animal glues shall be used for any purpose. Adhesives used for all processes shall conform to Section 19 of the LBi Standard.

3.4.5 Spine Lining Materials. Back lining materials shall conform to Section 15.2 of the LBi Standard and be of sufficient strength for the thickness of volume.

3.4.6 Binders Board. Board shall conform to Section 16 of the LBi Standard.

3.4.7 Inlays. Inlays shall conform to Section 15.3 of the LBi Standard and shall be alkaline and buffered.

3.4.8 Cover Materials (Cloth). Cover materials for bound volumes and boxes shall conform to Section 18 of the LBi Standard unless a different type of material is requested by the library for specific items or a specific class of items. Choice of colors for monographs is left to the contractor unless specified by the library.

3.4.9 Stamping Foil. Stamping foil shall conform to Section 22.0 of the LBi Standard.

3.5 BINDING SPECIFICATIONS

3.5.1 Definitions.

Monographs: A monograph is one piece of graphic material submitted for binding or rebinding as a single unit without reference to another unit, or with no demand placed on the contractor to match the unit to another.

Serials: A serials publication is a single piece of graphic material bound separately or a series of two or more serially numbered graphics units bound together, for which the cloth color must be selected, and the cover stamped with information so as to match other publications in the same set or series. The contractor assumes responsibility for this uniformity based on information initially submitted by the submitting library.

3.5.2 Examination and Collation. It is the contractor's responsibility to keep the material in the collated order provided by the library. The Bindery will bear all costs for correction for items collated incorrectly.

3.5.2.1 Monographs shall be collated by the submitting library to insure completeness and correct sequence of pages before shipment to the contractor.

3.5.2.2 Serials shall be collated by the submitting library before shipment to insure completeness and correct sequence of parts and pages. Covers, advertisements and similar materials sent to the contractor shall be bound in place.

3.5.2.3 All volumes shall be examined by the contractor to detect small margins and/or peculiarities of paper or construction which might make first-time binding or rebinding inadvisable.

3.5.2.4 If the contractor discovers an incomplete or imperfect volume, unless the submitting library has acknowledged the incompleteness on the binding slip, it shall telephone the library for instructions or return it unbound with an explanation of the reason for its rejection.

3.5.2.5 Whenever necessary, the contractor shall set out, with strips of alkaline paper or cloth of an appropriate weight, all double leaves, maps and inserts in order to preserve printed matter which would otherwise be destroyed by trimming and/or sewing along the spine edge. The library will flag these special instructions. All special preparation shall conform to Section 6.5 of the LB Standard.

3.5.2.6 Paper tears shall be mended using "archival quality" paper base pressure sensitive tape. The shall have the option of establishing a no-mend policy, in which case tears shall not be mended at the Bindery, but shall be brought to the attention of the submitting library by flagging, and returned unbound to the library.

3.5.2.7 Submitting library will request tattletapes if required.

3.5.3 Spine Preparation.

3.5.3.1 Rounded and backed text blocks which must be rebound, and for which it is not possible to preserve the original sewing structure, shall have boards removed and the old rounding and backing taken out by nipping, before the spine edge is trimmed or milled.

3.5.3.2 For text blocks which must have the spine edge trimmed or milled away in preparation for oversewing or double fan adhesive binding, not more than 1/8" of the edge shall be removed in order to preserve as much as possible of the inner margin.

3.5.3.3 Very bulky serial issues which are saddle stitched and cannot be sewn through the fold (when they must be bound together with non-saddle stitched issues), shall be prepared for adhesive binding or oversewing by slitting through the fold rather than by trimming or milling.

3.5.4 Leaf Attachment. The contractor shall screen each volume to determine paper quality, width of binding margin, presence of an acceptable sewing structure and leaf format prior to selecting an appropriate method for leaf attachment. Leaves shall be attached by being sewn through the fold by hand or machine, unless in the best judgment of the contractor, oversewing, double-fan adhesive binding, recasing or side sewing is more appropriate.

All methods shall conform to Section 7 of the LB Standard. Submitting library must prior approve alternative methods. The contractor shall provide, in writing, the general guidelines used to make decisions regarding leaf attachment.

3.5.4.1 Sewing Through the Fold. All serial volumes in folded sections shall be sewn through the fold by hand or machine unless otherwise directed by the library. This method attaches separate signatures, one to another in succession, to create a text block. Signatures may be sewn through the fold by hand, using one needle and one thread; or by machine, using multiple needles and threads. A volume consisting of a single signature may also be sewn through the fold, to secure the leaves and to attach them to endpapers.

All weak and damaged folds shall be reinforced or repaired with pressure-sensitive alkaline paper mending tape, unless the customer and the contractor make special arrangements for the use of alternative mending material. Loose leaves or stiff inserts shall be hinged or tipped in. Sewing holes may be pre-punched; or may be cut with a saw, provided that they do not extend more than 1/4 inch in on either side of the fold of any sheet. When a volume is being re-sewn, and original sewing holes exist, these should be used whenever possible.

Sew through the fold volumes shall not be rounded and backed. In the interest of preservation, volumes bound in sew through the fold method of leaf attachment shall have square spines to enhance open-ability and minimize stress to the hinge area.

3.5.4.2 Double Fan Adhesive Binding. All serial volumes in single sheets and 1) with soft or pulpy paper, regardless of gutter margin or 2) glossy/coated paper but less than 5/8" gutter margin, shall be double fan adhesive bound using an internally plasticized copolymer cold emulsion polyvinyl acetate adhesive with good aging characteristics.

The spine of the volume shall be milled or trimmed if necessary, to free all leaves so that they may be fanned.

As many fibers as possible shall be exposed for optimum linkage of paper and adhesive.

The milled text block shall be securely clamped. The binding edge shall be fanned first in one direction, as PVA is applied by brush or by roller; and then in the opposite direction, as PVA is applied. The penetration of adhesive between leaves shall be approximately 1/64 inch, so that each leaf is tipped to the next. If the binding edge is notched, all notches shall be filled with adhesive. No adhesive shall run between pages farther than 1/8 inch, and in no case shall it run into the text area. The blocks shall be squarely positioned spine-up or spine-down until the PVA is thoroughly solidified.

The maximum thickness for double fan adhesive bound volumes shall be 2-1/2 inches.

All monographs that are not suitable for recasing shall be double-fan adhesive bound.

3.5.4.3 Oversewing. Since oversewing is not a preferred method of binding, oversewing shall be used only for heavily used serial volumes on thick or coated paper with an inner margin of at least 5/8 inch after milling.

The spine of the volume shall be milled if necessary to free the leaves for sewing. No more than 1/8 inch of the inner margin shall be removed.

In no case shall the sewing be closer to the text than 1/8 of an inch.

3.5.4.4 Side Sewing. Volumes 1/2 inch thick or less with inner margins of at least 1 inch shall be side-sewn.

Chain-stitch sewing shall be used. Stitches shall be no shorter than 1/4 inch and no longer than 1/2 inch. The sewing shall be no further from the head and tail of the text block than 3/16 inch after trimming, and shall not infringe on the print. Side-sewn volumes shall not be rounded and backed.

3.5.4.5 Recasing. Volumes (primarily monographs, but includes previously bound serials) that are strongly sewn and have no broken threads shall be recased only, not re-sewn. Included in this category are previously bound volumes that have worn or damaged covers but sewing intact and new soft cover books that are sewn through the fold. Old covers and old spines shall be removed. Sewing is not to be disturbed. New alkaline endsheets and back lining shall be glued or sewn to the book block. No trimming will be done unless specifically requested by the Library. Books found to have damaged sewing shall be double fan adhesive bound.

3.5.4.6 Special Handling. Special arrangements will be made with the Contractor as needed for handling of material originally bound by spiral, plastic, or similar methods.

- A. Cleat lacing shall be used only when none of the methods listed above are practicable and only when prior approval has been given by the library.
- B. The contractor shall be allowed an up-charge per volume for all text blocks which are sewn through the fold or recased.

3.5.4.7 Items Unsuitable for Binding. Items which are unsuitable candidates for any of the above methods of leaf attachment shall be boxed in accordance with special instructions provided by the Library, or the Contractor shall telephone the library for instructions, or the item returned to the library unbound with an explanation of the reason for its rejection.

3.5.5 Stubbing.

3.5.5.1 When serial parts of different heights are to be bound together, the bottom of the resulting text block should be flush, not the top. Stubbing should be used whenever practical to make up for the size differences. In no case shall one piece be trimmed excessively for the purpose of making it conform to a smaller piece with which it must be bound.

3.5.5.2 Stubbing shall be added to volumes to compensate for thick pockets on back covers, and to correct text blocks which flair out toward the fore edge.

3.5.6 Endpaper Construction and Attachment. Endpapers shall be applied according to the processes set forth in Section 7 of the LCI Standard.

3.5.6.1 Endpapers for single-signature volumes that will be sewn through the fold by hand or by machine shall consist of a double folio. The fold of the outer folio shall be reinforced with a 1-1/4 inch cloth strip. The text block and the endpapers shall be sewn through the fold as a single unit.

3.5.6.2 Endpapers for multiple-signature volumes that will be sewn through the fold by hand or by machine shall be a three leaf endpaper reinforced with a cloth strip at least 1-1/4 inch wide. Endpapers shall be sewn to the volume through the fold (as a separate signature) or by sewing through the fold of the endpaper and the first and last signatures as one unit.

3.5.6.3 Endpapers for double-fan adhesive bindings shall consist of a single folded sheet which is tipped on to the text block during the double fanning operations.

3.5.6.4 Endpapers for over-sewn and side-sewn volumes shall be a two leaf or three leaf cambric reinforced endpaper. (Flex Hinge) The grain of the paper shall run parallel with the binding edge. The over-sewn volume, using this Flex Hinge endpaper should be used in combination with a 5/8 inch joint or hinge area.

3.5.6.5 Endpapers for Recasing.

- A. Tip-On: When endpapers must be tipped onto the first page of the text block, adhesive shall be applied at the spine edge of that page in a swath at least 1/8 inch, but no more than 1/4 inch wide.
- B. Whipstitch: Over-sewn or sewn through the fold volumes with loose signature which are to be recased shall have the endpapers attached by whip-stitching. Holes shall be punched or drilled at a 45 degree angle, 1 inch apart along the spine edge of the text block, front and rear. The endpapers shall be sewn to the text block by passing the needle through the holes twice, from the first hole to last and back.

3.5.6.6 Any alternative methods of end-leaf construction or attachment must first be approved in writing by the library.

3.5.7 Gluing the Spine. Spines of all sewn text blocks shall be glued prior to trimming. The adhesive shall thoroughly coat the spines. Text blocks shall be stacked squarely and allowed to dry. All work shall conform with Section 9 of the LB Standard.

3.5.8 Spine Lining. Spines shall be lined to conform to Section 11 of the LB Standard except that the lining shall extend at least 1 inch onto each board.

3.5.9 Rounding and Backing. Rounding and backing shall be done as necessary for previously bound, rounded and backed text blocks or volumes with excess swelling of the spine from sewing.

All serial or monographs that are: 1) double fan adhesive bound; 2) sewn through the fold; 3) over-sewn; or 4) recase of originally square, sewn text block, shall not be rounded and backed. All rounding and backing shall conform to Section 10.1 of the LB Standard except as stated in Section 10.2 of the LB Standard and for very thin items including saddle stitched pamphlets and music scores.

Submitting libraries which desire rounded backs rather than flat backs may request them on a limited individual basis.

3.5.10 Trimming. The heads, fore edges, and tails of text blocks shall be trimmed as slightly as possible, and under no circumstances shall printed matter be trimmed away. Volumes in which text and/or illustrations bleed to the edges of pages shall be left untrimmed.

The Contractor shall not be allowed an up-charge per volume for text blocks left untrimmed. Trimming of text blocks shall conform to Section 8 of the LB Standards. The submitting library shall have the option of establishing a no-trim policy for monographs and/or serials.

3.5.11 Cover Making. Covers shall be made to conform to Section 12 of the LB Standard. Covers shall be made over hard-rolled binder's board, with uniform squares, in a neat and workmanlike manner. The thickness of the board shall be suited to the size and weight of the book. The hinges of the covers shall be at least 5/8 inch in width to allow for ease of opening of the cover.

All covers shall be affixed with a polyvinyl acetate adhesive. The cover material shall be turned in enough to insure proper adhesion.

All covers shall have an inlay of flexible paper, with the grain running lengthwise of the inlay and securely attached to the inside of the backbone of the cover. The paper shall be cut approximately the same width as the back of the volume.

On all volumes a piece of cotton braid or cord of appropriate length shall be placed at the top of the inlay (at the head) before the fabric is turned over the board, in order to provide additional board to board support at the head of the spine.

3.5.12 Casing-In. Volumes shall be cased in according to Section 13 of the LB Standard.

3.5.12.1 Volumes shall be cased in with an internally plasticized cold emulsion copolymer polyvinyl acetate adhesive and pressed between metal-edged boards until thoroughly dry or in a building-in machine. If a building-in machine is used, the heat, pressure, and dwell time shall be sufficient to set the joint, insure good adhesion, and permit the boards of the volume to open easily. The adhesive used for casing-in shall be compatible with the adhesive used for making the case.

3.5.12.2 Volumes shall be cased in squarely with tight and secure joints so that bonded areas cannot be separated without damage to the bonded surfaces. All squares shall be uniform around the perimeter of the text block and shall be approximately 1/8 inch wide.

3.5.12.3 Endpapers shall tightly adhere to the cover boards and the turned in cover material, and shall be free of wrinkles, bubbles, or looseness of any kind.

3.5.12.4 When the text block is extremely thick or heavy, the library may request that the volume be bound flush with the bottom of the case. Boards must be cut to eliminate the square at the tail of the volume. The contractor shall be allowed an up-charge for flush binding.

3.5.13 Lettering. Lettering shall be done to conform to Section 12 of the LBi Standard. All lettering shall be 18-point type except for volumes thinner than 1 inch, which may be 14-point type. Characters must be available in both upper and lower case, for use as appropriate in call numbers. Lettering shall be consistent in style and placement within library serial titles, using the color of foil instructed (non-metallic) deeply impressed to insure long adhesion to the cover.

Placement of call numbers and author/title information on the covers of classified volumes will be as directed by the submitting library, and must include 1) horizontal lines on the spine; 2) vertical lines running down the spine; and 3) when volumes are thinner than 5/8 inch, horizontal lines in the upper or lower left hand corner of the front cover, as close to the spine as possible.

3.5.14 Back Lining. Backs shall be lined to conform to Section 11 of the LBi Standard.

3.5.15 Binding Slips. Binding slips or stickers shall be attached to the text block in a non-damaging fashion and must be easily removable.

3.5.16 Pockets for Supplementary Material. Pockets shall conform to the specifications set forth in Section 15 of the LBi Standard. Pockets shall be made of alkaline paper, tear resistant fabric, or fabric and board, depending on the bulk and weight of the materials they are designed to protect. They shall be constructed so that the materials they contain are firmly supported, and are not easily damaged as they are inserted in or removed from the pocket.

3.5.17 Security Strips. The contractor shall insert security strips in all volumes. The library shall supply the security strips. The contractor shall be allowed to charge for the insertion.

3.5.18 Inspection. All bound volumes shall conform to Section 14 of the LBi Standard. All bound volumes shall be carefully and critically inspected for defects in all aspects of construction and lettering, and shall be wiped clean before packing if necessary.

3.5.19 Miscellaneous Binding Treatments.

3.5.19.1 Styles of binding other than those specified in this contract may occasionally be requested by the Library. **Specifications for services not described in this contract and rates charged for those services shall be included by the Bindery in the proposal response.**

3.5.19.2 Any special treatments (or extra labor for standard treatments not quoted in the proposal response) for which an hourly rate is to be charged shall not be carried out by the Bindery without the express permission of the Library.

3.5.20 Improvements and Innovations. Any improvements in traditional methods and/or materials used by the contractor shall be acceptable to the library within the terms of this contract under the following conditions: the methods and/or testing which measures their strength, durability, and function qualities (e.g. open-

ability of the bound volume), and test must clearly indicate that the innovation(s) will lead to better protection and greater longevity of the text block. Adoption of any technical innovation must be approved in writing by the Library.

3.6 SPECIFICATIONS FOR ECONOMY PAPERBACK BINDING

3.6.1 Volumes to be economy paperback bound must be paperbound originally, and not taller than 12 inches, wider than 10 inches, thicker than 2 inches or thinner than 1/2 inch.

3.6.2 All economy paperbacks will be bound as sent at flat rate. The library will sort such paperbacks and pack them in separate cartons. Covers will be removed unless otherwise requested by the Library.

3.6.3 Double fan adhesive binding as described in Section 3.5.4.2 of the specifications shall be used. Binding construction shall allow for durability and flexibility upon opening and closing the book. Volumes will not be rounded and backed.

3.6.4 Volumes with sewn signatures that are new or still intact are to be upgraded to monograph category and processed as a recase.

3.6.5 Backs of books shall be lined with a reinforcing material which shall extend the full length of the spine and onto each endpaper at least 1 inch.

3.6.6 All endpapers shall be fabricated into a unit with the grain of the paper running parallel to the spine of the book and consisting of at least one free endpaper and a visible reinforcing fabric.

3.6.7 The thickness of the cover board shall be adapted to the size and weight of the paperback bound.

3.6.8 The book cover material shall be vellum finish "C" grade fabric. The choice of colors to be used for economy bound paperbacks shall be made by the Binder.

3.6.9 All covers shall be made by utilizing a copolymer cold emulsion internally plasticized polyvinyl acetate adhesive. The cover material shall be turned in enough to insure proper adhesion.

3.6.10 All spines will be lettered vertically with author, title, and call number only. White lettering shall be used.

3.7 SPECIFICATIONS FOR PORTFOLIOS

Portfolios shall be constructed of seasoned binder's board of a thickness appropriate to the material to be enclosed but no less than .040 inch. Boards shall be of a weight suitable for the size and weight of the contents they are meant to protect. Portfolios may not be more than 1/8 inch larger on any side than the item they contain.

The grain of the board shall be in the direction of the longest dimension.

Portfolios shall have three or four flaps completely covering its contents so that there is no overlap line in contact with the contents. The flaps are to have an external tie placed in the center at the fore edge and an interior tie for the head and tail flaps. Ties shall consist of cotton twill tape 3/8 inch to 1/2 inch wide, in dye-fast cotton twill, nylon tape, or unbleached linen tape. A copolymer polyvinyl acetate adhesive of an emulsion type shall be used in construction.

Lining shall have a pH of at least 7.5 "c" grade vellum finish fabric or class F library buckram, or a board free of lignin with a pH higher than 7.5 with an alkaline reserve of no less than 2% calcium or magnesium carbonate (based on oven dry weight) shall be used.

3.7.1 Double-Tray Book Boxes. Double-tray book boxes shall be constructed of materials conforming to the specifications of this RFP. Boards shall be of a weight suitable for the size and weight of the contents they are meant to protect. Boxes shall be made plain, or shall have a drop-back construction, shall provide firm support for their contents, and shall be made so that the contents can be easily removed and replaced in a non-damaging fashion.

3.7.2 Phase Boxes. Phase boxes shall be constructed of strong, flexible, alkaline buffered board which will crease without splitting. The submitting library shall designate choice of gray/white barrier board (approximately 55 point) or lignin-free board of approximately the same thickness.

Box configuration shall be: two custom cut strips of board crossed and adhered to form a floor and four flaps which wrap around a book to support it firmly. The flap to be folded over the book first shall cover its entire front board, and shall be stamped "Fold This Flap First". The box shall be held closed by very strong waxed linen cord ties and rivets. Rivets shall be attached to the fore edge (not the front or rear face) so that the box does not damage materials which will be shelved beside it. Brief author/title information and call numbers shall be stamped on the spine of the box using black foil.

3.8 THESES AND DISSERTATIONS

All theses and dissertations will have double fan adhesive binding unless instructed otherwise. All will have the title and author's name and initials stamped on the spine. Covering material shall be black F-grade buckram unless otherwise specified. Color of lettering will be specified by the library. Front cover lettering may be necessary, and the contractor will be allowed an up-charge for this. In addition, photographs or supporting material may require the use of stubbing, for which the contractor is allowed to charge.

3.9 MUSIC BINDING

3.9.1 Single Folded Signature Score Without Parts. Music scores consisting of a single folded signature shall be sewn-through-the-fold by hand or machine.

3.9.2 Multi-Signature Score Without Parts.

3.9.2.1 A music score consisting of multi-signatures sewn by the publisher shall not have the spine milled off. The cover shall be removed if instructed by the library and the sewing inspected for the sewing structure as when recasing a monograph.

3.9.2.2 If the sewing is inadequate, the volume shall be adhesive bound provided the paper is not slick. When in doubt, the volume shall be returned for a decision by the Library.

3.9.3 Parts.

3.9.3.1 Parts shall be sewn by hand or by machine through-the-fold within a single or double fold heavy tag board. A reinforcing strip of cloth (c weight) shall cover the outer sewing and shall wrap around at least 1 inch onto the front and back cover. Parts, depending on how they are printed, may have to be hinged at the edge of one page within the cover leaving the other pages accordion pleated and untrimmed. The cover shall be trimmed to fit the part.

3.9.3.2 Pockets shall be made to hold the reinforced parts so that the parts can easily clip in and out after the pocket is glued onto the back cover (or front cover if requested) of the bound score. Pockets shall be made of cloth or, if thin (1/4 inch to 3/8 inch or less in thickness), of Tyvek.

3.9.4 Single Folded Signature With Parts. A volume consisting of a single signature and containing one or more parts shall have the parts reinforced as in item 3.9.3. A pocket shall be made. If the pocket and parts are

more than 1/8 inch in thickness, folded and perforated paper shall be sewn onto the score utilizing hand or machine methods.

3.9.5 Multi Signature Score With Parts.

3.9.5.1 A music score consisting of multi signatures sewn by the publisher shall not have the spine milled off. Sufficient stubbing shall be adhered to the rear of the score after the cover is removed to compensate for the pocket and reinforced parts. If the sewing is broken on the score, the score shall be rejected for binding and returned to the library for a decision to be made.

3.9.5.2 Lettering of music scores shall be in white along the spine with a call number.

3.10 SPECIFICATIONS FOR NEWSPAPERS

Newspapers are defined as titled in newspaper format printed on newsprint and/or serial volumes that are 16 inches or more in height. Newspapers shall be sewn through the fold if possible or in the most appropriate manner determined by the Contractor.

3.11 UNIFORM BINDING OF SERIALS AND SETS

The contractor shall be able to match the binding pattern, placement of lettering on the spine and the color of stamping foil and cloth on already-bound volumes of the submitting library's serial titles. To ensure this, the contractor shall make and maintain, at no extra cost, rub-offs, a computerized file, or other records by which uniformity can be achieved. This should be completed within 60 days of the effective date of this contract, before the initial serials pickup is made.

3.12 COMPUTER SERVICES - PREPRINTED TICKET SYSTEM

3.12.1 The contractor shall supply a complete file, within 60 days of receipt of records supplied by the submitting library, of preprinted, multi-part binding tickets for each volume of each serial title bound for the submitting library, for each volume of each serials title to be bound during the contract year. The contractor must be able to produce a complete file of tickets in advance of each contract year thereafter.

The complete file must be separated by submitting library and alphabetized by title for each contract year. The tickets must be able to be separated into individual slips. Two copies must be available for library use. The first library copy must be of a different color from the others. Information contained on the ticket must consist of:

- A. Fixed title, subtitle, or other entry worded precisely as it will appear on the volume
- B. A profile, in correct sequence of variable information which must be stamped on the spine
- C. Title number
- D. An indication of the correct color of cloth and stamping foil
- E. The stamping color or code of buckram
- F. Call number, if applicable
- G. Frequency of binding or volumes per year
- H. Individual collation statement

The binding ticket must also provide a free text area of at least 25 characters for the library to add instructions to the contractor. The contractor must maintain additions, deletions, and changes to this file on a current basis. The contractor shall be able to provide, within 60 days of receipt of records supplied by the Library, a binding ticket for each volume of each serial title to be bound during the contract year. Blank binding tickets must also be provided using the same format, for volumes and titles not included in the pre-printed Bindery ticket file. Preprinted tickets shall be provided for new titles added during the course of the year.

3.12.2 The contractor shall supply an annual alphabetized list divided by the library or account of all titles for which binding tickets have been generated. The list must include at least the following information:

- A. Name of the submitting library
- B. Binding category
- C. Print or lettering coloring
- D. Title, subtitle, or other entry precisely worded as it will be stamped on the spine of the volume
- E. Title number
- F. Buckram color or code
- G. Call number, if applicable
- H. Frequency of binding or volumes per year
- I. Variable information profile in correct sequence

3.12.3 The submitting libraries agree that binding forms, lists, etc., created through the use of this system, shall only be used to prepare binding, coordinate shipments, etc. for binding to be done by the contractor. The libraries agree not to supply copies of diskettes, program or system information to any commercial vendor without the express written permission of the contractor.

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

4.1.1 References. Offeror shall provide a minimum of three reference libraries, including average turn-around time and error rate, for which binding of a similar nature is presently being done. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer telephone number, e-mail address, and a complete description of the service type with dates the services were provided. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.2 Resumes/Company Profile and Experience. Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the supply/service type and dates the supplies and/or services were provided. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

The contractor must provide documentation of being a certified library Binding Institute member.

4.1.3 Ability to Meet Supply Specifications. Proposals must address each requirement detailed in Section 3 above. Detail bindery's technical ability, delivery methods, turn-around time, facilities, capacity, computer services and support, etc.

4.1.4 Cost Proposal. Provide a complete, fully detailed cost proposal for each type of binding and all requested services listed in Section 3. Specify prices for levels of collating services. Include details on how lettering price is determined. Indicate exactly what services are included in the standard fee and the per volume price for any "extras" including but not limited to sew through the fold, recase only, imprint library name on spine, mounting paperback covers on hard covers, and/or "upcharges." State the method of computing prices for special order services.

SECTION 5: EVALUATION PROCESS

5.0 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a **total number of 100 points**.

The **References, Resumes/Company Profile and Experience, and Ability to Meet Supply Specifications** portions of the offer will be evaluated based on the following Scoring Guide. The **Cost Proposal** will be evaluated based on the formula set forth below.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (90-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (75-89%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

5.1 EVALUATION CRITERIA

References		5% of points for a possible 5 points
Category	Section of RFP	Point Value
A. References (Complete Contact Information Provided)	4.1.1	5

Resumes/Company Profile and Experience		25% of points for a possible 25 points
Category	Section of RFP	Point Value
A. Years of Experience	4.1.2	5
B. Past Projects	4.1.2	10
C. Staff Qualifications	4.1.2	10
D. Certified Library Binding Institute Member	4.1.2	Pass/Fail

Ability to Meet Supply Specifications		30% of points for a possible 30 points
Category	Section of RFP	Point Value
A. Technical Ability	4.1.3	5
B. Delivery Methods	4.1.3	5
C. Turn-Around Time	4.1.3	5
D. Facilities	4.1.3	5
E. Capacity	4.1.3	5
F. Computer Services and Support	4.1.3	5

Cost Proposal		40% of points for a possible 40 points
Category	Section of RFP	Point Value
A. Cost Proposal	4.1.4	40

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 30. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 30 points, Offeror B would receive 20 points ($\$20,000/\$30,000 = 67\% \times 30 \text{ points} = 20$).

Lowest Responsive Offer Total Cost x Number of available points = Award Points
This Offeror's Total Cost

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in

Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 11/06

APPENDIX B: CONTRACT

1. Parties
2. Effective Date, Duration, and Renewal
3. Cooperative Purchasing
4. Non-Exclusive Contract
5. Cost/Price Adjustments
6. Services and/or Supplies
7. Consideration/Payment
8. Term Contract Reporting
9. Access and Retention of Records
10. Assignment, Transfer, and Subcontracting
11. Hold Harmless/Indemnification
12. Required Insurance
13. Compliance with Laws
14. Contract Termination
15. Liaison and Service of Notices
16. Meetings
17. Contractor Performance Assessments
18. Choice of Law and Venue
19. Scope, Amendment, and Interpretation
20. Execution

**LIBRARY BINDING
SPB08-1593P**

1. PARTIES

THIS CONTRACT is entered into by and between the State of Montana, Department of Administration, State Procurement Bureau, (hereinafter referred to as "the State"), whose address and phone number are 125 N Roberts, PO Box 200135, Helena MT 59620-0135, (406) 444-2575, and (insert name of contractor), (hereinafter referred to as the "Contractor"), whose address and phone number are (insert address) and (insert phone number).

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on April 1, 2008 and terminate on March 31, 2011, unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in two-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years.

3. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

4. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

5. COST/PRICE ADJUSTMENTS

Price Adjustments Negotiated Based on Changes in Contractor's Costs. Price adjustments may be permitted annually through a process of negotiation with the Contractor and the State. Any price increases must be based on demonstrated industrywide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

All requests for price increases must be made no later than January 31 each year. The State Procurement Bureau will amend any increase allowed to the contract in writing. In the event an increase cannot be mutually agreed upon, the contract will be cancelled and rebid.

6. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State library binding services as specified in the Contractor's response to RFP # SPB08-1593P, as amended.

7. CONSIDERATION/PAYMENT

7.1 Payment Schedule. In consideration for the library binding services to be provided, the State shall pay according to schedule contained in the Contractor's response to RFP # SPB08-1593P.

7.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

7.3 Purchasing Card. The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

8. TERM CONTRACT REPORTING

Contractor shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The first report for this term contract will be due July 11, 2008.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

9. ACCESS AND RETENTION OF RECORDS

9.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Section 18-1-118, MCA)

9.2 Retention Period. The Contractor agrees to create and retain records supporting the library binding services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

10. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

11. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of

the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

12. REQUIRED INSURANCE

The Contractor shall, at its sole expense, insure all books and other library materials against loss or damage from any cause, for no less than \$10,000 per shipment, from the time they leave the agency until they are returned. The insurance contract shall provide "all-risk" coverage. The limit of liability for an item lost or destroyed shall be a sum which covers the cost to the library of reordering, processing and binding the item.

As proof of compliance with this requirement, the Contractor shall furnish a certificate of insurance to the submitting library.

In the event that an irreplaceable item is damaged or destroyed, the State reserves the right to secure, at the Contractor's expense, an independent appraisal of the damage or loss sustained. The Contractor shall reimburse the State in full for the damage, or the fair market value of the item, at the sole discretion of the State.

13. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

14. CONTRACT TERMINATION

14.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

14.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See section 18-4-313(4), MCA.)

15. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

Penny Moon will be the liaison for the State.

125 N Roberts

PO Box 200135

Helena MT 59620-0135

Telephone: (406) 444-3313

Fax: (406) 444-2529

E-mail: pmoon@mt.gov

_____ will be the liaison for the Contractor.
(Address):

(City, State, ZIP):
Telephone:
Cell Phone:
Fax:
E-mail:

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

16. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

17. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

18. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

19. SCOPE, AMENDMENT, AND INTERPRETATION

19.1 Contract. This contract consists of **(insert number)** numbered pages, any Attachments as required, RFP # SPB08-1593P, as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

19.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

20. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

**STATE PROCUREMENT BUREAU
PO BOX 200135
HELENA MT 59620-0135**

(INSERT CONTRACTOR'S NAME)
(Insert Address)
(Insert City, State, Zip)
FEDERAL ID #

BY: Penny Moon, Senior Contracts Officer
(Name/Title)

BY: _____
(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

APPENDIX C: RFP RESPONSE FORM

(USE ADDITIONAL SHEETS AS NECESSARY)

1. Offeror must provide a signed copy of the RFP Cover Sheet.
2. Offeror has read, understood, and agrees to comply with the items contained in Sections 1, 2, 3, 5, and Appendices A and B of RFP # SPB08-1593P.

Agreed

Offeror's Signature

Date

OFFEROR MUST PROVIDE THE FOLLOWING INFORMATION THAT WILL BE EVALUATED BY THE RFP EVALUATOR/EVALUATION COMMITTEE:

3. References (Section 4.1.1), page 24 of the RFP.
4. Resumes/Company Profile and Experience (Section 4.1.2), page 24 of the RFP.
 - A. Years in Business (Section 4.1.2), page 24 of the RFP.
 - B. Past Projects (Section 4.1.2), page 24 of the RFP.
 - C. Staff Qualifications (Section 4.1.2), page 24 of the RFP.
 - D. Certified Library Binding Institute Member (Section 4.1.2), page 24 of the RFP.
5. Ability to Meet Supply Specifications (Section 4.1.3), page 24 of the RFP.
6. Cost Proposal (Section 4.1.4), page 24 of the RFP.
7. **Completeness of Proposal.** An offeror's response must be complete at the time of submittal and contain all the reference materials necessary to provide a complete response to the RFP. An offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**
8. **Number of Copies and Due Date.** Offerors must submit **one original and two copies** to the address listed below. The State reserves the right to request an electronic copy of the RFP response. Proposals must be received at the receptionist's desk of the State Procurement Bureau prior to **2:00 p.m., local time, Thursday, February 7, 2008**. Proposals received after this time will not be accepted for consideration. Facsimile or electronic submissions are not acceptable.

State Procurement Bureau
Room 165, Mitchell Building
125 North Roberts
P.O. Box 200135
Helena, MT 59620-0135

APPENDIX D: FISCAL YEAR 2007 USAGE REPORT

The usage reports for the current contract indicate the following total units per library for the period April 1, 2006 through June 30, 2007:

LIBRARY	NUMBER OF VOLUMES BOUND PER PRODUCT							COST
	Periodicals	Books	Music Books/Scores	Paperbacks	Theses	Newspapers	Pamphlets	
MT School for the Deaf and Blind	26							\$214.50
Carroll College	3	9			101			863.75
Chief Dullknife College	5	2		36	1			274.32
MSU Bozeman – Plant Pathology					10			77.50
MSU Bozeman – Animal & Range Sci					76			589.00
MSU Bozeman – Dept of Plant Soil & Enviro Sci					77			596.75
MSU Bozeman – Biology Dept					112			868.00
MSU Bozeman – Communication Dept	4							47.80
MSU Bozeman – Vet Molecular Biology					17			131.75
MSU Bozeman – Renne Library	824	25	1		1	10	1	7,444.40
MSU Billings	122	29		1	21			1,384.05
MSU Bozeman – Chemistry Dept					73			511.50
MSU Bozeman – Plt Sci & Plt Path	2				4			47.50
MSU Bozeman – Dept of Ag Ed					6			46.50
MSU Native American Studies					4			31.00
MSU Northern	26							214.50
Montana Technical Library	511	27			193	4		6,289.04
University of Montana, Missoula	2,713	4			651			28,330.35
University of Montana Law Library	555	11			1			4,711.23
Western Montana College	210					2		1,816.20
State Law Library of Montana	729	15						6,656.26
Montana Outdoors	28							231.00
TOTALS	5,758	122	1	37	1,348	16	1	\$61,376.90

(INSERT "BOILERPLATE" TERMS AND CONDITIONS TO MATCH SOLICITATION DOCUMENT.)

